

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ARM LTD., a U.K. corporation,

Plaintiff,

v.

QUALCOMM INC., a Delaware corporation,
QUALCOMM TECHNOLOGIES, INC., a
Delaware corporation, and NUVIA, INC., a
Delaware corporation,

Defendants.

C.A. No. 22-1146-MN

**REDACTED - PUBLIC VERSION
(Filed August 28, 2024)**

**ARM LTD'S RESPONSE TO DEFENDANTS' CONCISE STATEMENT OF
UNDISPUTED MATERIAL FACTS IN SUPPORT OF THEIR OPPOSITION TO ARM'S
MOTION FOR PARTIAL SUMMARY JUDGMENT**

I. ARM DID NOT IMPROPERLY DELAY IN TERMINATING THE NUVIA ALA

Response to No. 1: Disputed; the quote mischaracterizes the context of the January 27, 2021, correspondence, which continues: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Response to No. 2: Disputed to the extent this paragraph implies that Arm had not made clear its intent to terminate absent agreement. Arm had repeatedly expressed that intent since early in the parties' negotiations. (*See* D.I. 421, Ex. 4; *see also* D.I. 374, Ex. 16; *id.* Ex. 18; *id.* Ex. 28.)

Response to No. 3: Disputed; mischaracterizes the parties' dispute, which involved a fundamental disagreement over the parties' contractual relationship. (*See* D.I. 425-1, Exs. 27-30.) And Arm did not [REDACTED]

[REDACTED]
[REDACTED]

[REDACTED] Qualcomm wanted [REDACTED] (*Id.*)

II. NUVIA'S RTL IS ARM CONFIDENTIAL INFORMATION UNDER THE ALA

Response to No. 4: Admitted.

Response to No. 5: Disputed as to the statement that [REDACTED]

[REDACTED] The extrinsic evidence shows that Arm accommodated a request by Nuvia to [REDACTED], and nothing in contemporaneous correspondence indicates the [REDACTED]

[REDACTED]. (*See* D.I. 425-1, Ex. 14.)

Response to No. 6: Admitted.

Response to No. 7: Admitted, subject to the caveat stated in the Arm Architecture Reference

Manual that “[n]o license, express or implied, by estoppel or otherwise to any intellectual property rights is granted by this document unless specifically stated.” (D.I. 393, Ex. 26 at ARM_01324150.)

Response to No. 8: Admitted that this statement is included in the Arm ARM, subject to the Arm ARM’s caveat that “[n]o license, express or implied, by estoppel or otherwise to any intellectual property rights is granted by this document unless specifically stated.” (D.I. 393, Ex. 26 at ARM_01324150.) [REDACTED]

[REDACTED] (D.I. 374, Ex. 23 at 24-25; *id.* Ex. 5 at 29:6-18; *id.* Ex. 32 at 71:24-72:14, 157:3-13; *id.* Ex. 22 at 106:7-107:24.)

Response to No. 9: Disputed, because these quotes mischaracterize the use Nuvia engineers made of the Arm Architecture to develop an [REDACTED] (D.I. 374, Ex. 23 at 24-25; *id.* Ex. 5 at 29:6-18; *id.* Ex. 32 at 71:24-72:14, 157:3-13; *id.* Ex. 22 at 106:7-107:24) [REDACTED]
[REDACTED])

Response to No. 10: Disputed because the ISA contributes to decisions made during design of a CPU microarchitecture. (D.I. 383, Ex. 1 ¶ 87; Ex. 1¹ ¶¶ 18, 30, 45.)

Response to No. 11: Disputed because the ISA contributes to the design choices and technical innovations. (D.I. 383, Ex. 1 ¶ 87; Ex. 1 ¶¶ 18, 30, 42, 45.)

Response to No. 12: Admitted as to a completed [REDACTED] but an unfinished or pre-verification [REDACTED]. (D.I. 374, Ex. 9 § 1.8; *id.* Ex. 5 at 29:6-18; *id.* Ex. 32 at 71:24-72:14, 157:3-13; *id.* Ex. 22 at 106:7-107:24.)

Response to No. 13: Admitted as to a completed [REDACTED] but an

¹ All cites of the form Ex. [X] are to the Declaration of Michael DeStefano in Support of Arm Ltd’s Response to Defendants’ Concise Statement of Undisputed Material Facts in Support of Their Opposition to Arm’s Motion for Partial Summary Judgment, filed herewith.

unfinished or pre-verification [REDACTED]. (D.I. 374, Ex. 9

§ 1.8; *id.* Ex. 5 at 29:6-18; *id.* Ex. 32 at 71:24-72:14, 157:3-13; *id.* Ex. 22 at 106:7-107:24.)

Response to No. 14: Admitted.

Response to No. 15: Disputed as Nuvia possessed products, RTL code, and designs due to its development of an [REDACTED]. (D.I. 374, Ex. 9 §§ 1.8, 15.1; *id.* Ex. 5 at 29:6-18; *id.* Ex. 22 at 252:6-24, 254:25-255:11; *id.* Ex. 11 at 73:19-75:14; *id.* Ex. 34 at 13:22-14:3, 20:16-25, 21:6-7.)

Response to No. 16: Disputed, because Qualcomm's cores are based on code that Nuvia developed prior to Qualcomm's acquisition of Nuvia. (D.I. 374, Ex. 23 at 14-15; *id.* Ex. 24; *id.* Ex. 22 at 252:20-24, 254:25-255:11; *id.* Ex. 11 at 73:12-75:14.)

III. QUALCOMM ADDED ARM OPCODES AND REGISTER DEFINITIONS TO THE NUVIA CODE IN ITS CORES POST-ACQUISITION

Response to No. 17: Disputed. *See* Response to No. 16.

Response to No. 18: Disputed. *See* Response to No. 16.

Response to No. 19: Disputed. *See* Response to No. 16.

IV. ARM DID NOT CONTINUE USING NUVIA CONFIDENTIAL INFORMATION AFTER IT TERMINATED THE NUVIA ALA

Response to No. 20: Disputed, because this quotation does not provide the full definition of

[REDACTED] . [REDACTED] of the 2020 TLA Annex states:

[REDACTED]

[REDACTED] of the
2020 TLA Annex further states that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Response to No. 21: Admitted.

Response to No. 22: Admitted, but thereafter Nuvia elected to [REDACTED]

[REDACTED]

[REDACTED] (D.I. 425-1, Ex. 46 [REDACTED] *id.* Ex. 47
[REDACTED].)

Response to No. 23: Disputed, because Nuvia also licensed [REDACTED]

which was Development Release only. (D.I. 425-1, Ex. 47 [REDACTED])

Response to No. 24: Disputed, because this paragraph is imprecise and vague as to which features were in fact implemented into CMN based solely on Nuvia feature requests, which were limited to [REDACTED]

[REDACTED]. (D.I. 386, Ex. 30 ¶¶ 48, 51-115.)

Response to No. 25: Disputed, because this is not one of the relevant features requested solely by Nuvia, and Defendants cite only testimony from a Nuvia deponent. (See D.I. 374, Ex. 23.)

Response to No. 26: Disputed, because the [REDACTED] generated by Arm was not a use of Nuvia Confidential Information. (D.I. 374, Ex. 24; *id.* Ex. 40; *id.* Ex. 41; *id.* Exs. 49-52.)

Response to No. 27: Admitted.

Dated: August 21, 2024

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 21, 2024, a copy of the foregoing document was served on the counsel listed below in the manner indicated:

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